## U.S. Department of Justice

Washington, DC 20530

## Exhibit A

To Registration Statement

Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Hogan & Hartson 555 Thirteenth Street, N.W.		2. Registration No.	
3. Name of foreign principal	4. Principal a	4. Principal address of foreign principal Continental House 28 Nehru Place New Delhi, 110 019, India	
Continental Construction, Ltd.	Continen		
	::-::-		
5. Indicate whether your foreign principal is one of	the following type:	1, 110 VIS, India	
☐ Foreign government			
☐ Foreign political party			
Transfer or domestic organization: If either,	check one of the followis: ⊊		
☐ Partnership	Continuitte		
□ Corporation	Coluntary broup		
☐ Association	Other (specify)		
☐ Individual—State his nationality	<u> </u>		
6. If the foreign principal is a foreign government, st	tate:		
a) Branch or agency represented by the registrant	t. Not applicable		
b) Name and title of official with whom registrant	t deals.		
7. If the foreign principal is a foreign political party,	state:	N=1.1	
a) Principal address			
·	Not applicable		
b) Name and title of official with whom registrant	deals.		
c) Principal aim			
-			

- 8. If the foreign principal is not a foreign government or a foreign political party,
  - a) State the nature of the business or activity of this foreign principal

CCL is a Public Limited Company in India engaged in the execution of large size turnkey and construction projects (i.e., hydro-electric dams, water supply systems, etc.) awarded by various Government Departments in India and abroad. It is one of the largest civil engineering firms in India.

and abroad. It is one or the largest civil engineering liling in india	
b) Is this foreign principal	
Owned by a foreign government, foreign political party, or other foreign principal	No C
Directed by a foreign government, foreign political party, or other foreign principal	No □
Controlled by a foreign government, foreign political party, or other foreign principal	No k
Financed by a foreign government, foreign political party, or other foreign principal Yes	No k
Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes	No <b>⊊</b>
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes	No ⊊
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)	
Continental Construction Ltd. is a Public Limited Company in India and Board members are Indian.	all

Date of Exhibit A 07/07/92

Name and Title Gerald E. Gilbert Partner Signature Serald & Salkers

<sup>10.</sup> If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Exhibit B

To Registration Statement

OMB No. 405-0007 Approval Expires Nov. 30, 1993

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genteral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

Hogan & Hartson

Name of Foreign Principal

Continental Construction, Limited

## Check Appropriate Boxes:

- 1.61 The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2.[ ] There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant will represent the foreign principal in connection with its claim for compensation for loss of property due to Iraq's invasion of Kuwait. While such representation will be primarily before the UN Compensation Commission, there may be presentations to certain U.S. Government agencies and officials involved in the UN proceedings concerning the sanctions against Iraq.

5. Describe fully the activities the registrant eng	ges in or proposes to engage in on behalf of the above forci	gn principal.
See Item 4 above.		

- 6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?

  Yes X1 No [1]
- If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant's activities on behalf of the foreign principal may include communications with Executive Branch officials and officials of U.S. Government agencies relating to the matter described in Item 4 above.

Date of Exhibit B

07/07/92

Name and Title

Gerald E. Gilbert Partner

Signature

Served & Gelkin

Publical activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, inductrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting or changing the domestic or foreign politicies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



This Agreement is made between Continental Construction Limited. "Continental House", 28 Nehru Flace, New Delhi 110 019, India (a company registered under indian Companies Act, 1956) (hereinafter called as "First Party") and Hogan & Harison, Columbia Square, 555 Thirteenth Street NW, Washington, DC 20004-1109, U.S.A. (a well established Law firm head quartered in Washington DC) (hereinafter called as "Second Party").

WHEREAS the First Party has to realise large sums of money from Government of Iraq on account of various dues and losses suffered due to Iraq's occupation of Kuwait and events that followed thereafter, and

WHEREAS Government of Iraq has not been able to honour their commitments due to abnormal situation in the country, and

WHEREAS the First Party is facing financial and humanitarian problems due to Iraql defaults, and

WHEREAS the First Party is desirous of realising his dues either by tifting oil from Iraq for which clearance from UN Security Council's Sanctions Committee will be required, or to submit a claim before the UN Compensation Commission at Geneva and then realise all dues through them as per the procedure decided by the UN Security Council, and

WHEREAS the Second Party is one of the well established oldest Law firms in Washington specialising in presentation, follow-up and then finally assisting in realisation of international claims, such as of the First Party, and

WHEREAS the Second Party has agreed to represent the First Party in its claim against the Government of Iraq and other parties, if necessary,

## NOW THIS AGREEMENT WITNESSETH AS UNDER:

- 1. The Second Party will provide its services whole heartedly using its long standing legal professional experience by charging 10% of whatever payments are received by the First Party from Government of Iraq or any other party connected with the First Party's claims, through established efforts of the Second Party and Irrespective of whether the payment is received through the UN Compensation Commission or by some other channel.
- 2. No fees will be paid to the Second Party on amounts due and owing to the Government of India or any agencies of the Government of India, such as Export Import Sank of India, State Bank of India, etc.
- The First Party agrees to pay the contingency fees amounting to 10% of the realised claims other than those due or owing to the Government of India. Export Import Bank of India, State Bank of India etc., within two weeks after the receipt of the claim amount by the Bankers of the First Party either in State Bank of India, London or in India.
- 4. 10% contingency fees will be all inclusive with the exception that the boarding and lodging expenses in India of the Second Party's representatives will be borne by the First Party as and when the Second Party's representatives visit India in connection with discussions, preparations and follow-up of the case.
- The First Party consents to the Second Party's continued and future representation of other clients without the need for any further consents from the First Party.

This Agreement is subject to the approval of the competent authorities in Government of India and Reserve Bank of India. Formal application for approval will be submitted after the Agreement has been signed by both the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement under their respective corporate seals by their authorised representatives in that behalf on the 29th day of June 1992.

Witness:

P.K. Thankacheus

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Witness:

THE FIRST PARTY
For Continental Construction Limited

(C L VERMA - MG. DIRECTOR)

THE SECOND PARTY For Hogan & Hartson

(GERALD E GILBERT)